

Image



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1648

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*Admitted only in Maryland
*Admitted only in Virginia
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December 12, 2003

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BRIAND@SKGF.COM

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Re: U.S. Utility Patent Application
Appl. No. 10/050,898; Filed: January 18, 2002
For: **Molecular Antigen Array**
Inventors: Renner *et al.*
Our Ref: 1700.0190005/BJD/SJE

Sir:

Applicants submit the following documents for appropriate action by the U.S. Patent and Trademark Office:

1. An original executed Power of Attorney from Assignee for Cytos Biotechnology AG;
2. Assignee 37 C.F.R. § 3.73(b) Statement with copy of Assignment attached (not for recordation) for Cytos Biotechnology AG;
3. An original executed Power of Attorney from Assignee for Novartis Pharma AG;
4. Assignee 37 C.F.R. § 3.73(b) Statement with copy of Assignment attached (not for recordation) for Novartis Pharma AG; and
5. One (1) return postcard.

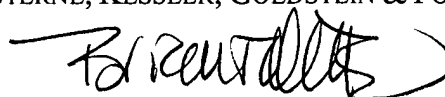
It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier.

Commissioner for Patents
December 12, 2003
Page 2

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036. If extensions of time under 37 C.F.R. § 1.136 other than those otherwise provided for herewith are required to prevent abandonment of the present patent application, then such extensions of time are hereby petitioned, and any fees therefor are hereby authorized to be charged to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

A handwritten signature in black ink, appearing to read "Brian J. Del Buono", with a large, sweeping flourish at the end.

Brian J. Del Buono
Attorney for Applicants
Registration No. 42,473

BJD/SJE/lam
Enclosures

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POWER OF ATTORNEY FROM ASSIGNEE

Novartis Pharma AG, a corporation of Switzerland, having a principal place of business at Lichtstrasse 35, CH-4002, Basel, Switzerland, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on (1) September 24, 2002, (2) September 19, 2002, (3) September 19, 2002 and (4) September 19, 2002 of an invention known as Molecular Antigen Array (Attorney Docket No. 1700.0190005/BJD/SJE), which is disclosed and claimed in a patent application of the same title by the inventors (1) Rainer ORTMANN, (2) Rainer LÜND, (3) Matthias STAUFENBIEL and (4) Peter FREY (said application filed on January 18, 2002 at the U.S. Patent and Trademark Office, having Application Number 10/050,898).

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688; Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; Linda E. Alcorn, Esq., Reg. No. 39,588; Lawrence B. Bugaisky, Esq., Reg. No. 35,086; Donald J. Featherstone, Esq., Reg. No. 33,876; Robert C. Millonig, Esq., Reg. No. 34,395; Michael V. Messinger, Esq., Reg. No. 37,575; Judith U. Kim, Esq., Reg. No. 40,679; Timothy J. Shea, Jr., Esq., Reg. No. 41,306; and Patrick E. Garrett, Esq., Reg. No. 39,987. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Washington, D.C. 20005-3934
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Novartis Pharma AG

SIGNATURE: EC Morris / B. Molac

BY: Clive Sydney Morris Beatrice Molac

TITLE: Head Patents Pharma Patent Attorney, Group Head

DATE: 5.12.2003

SKGP_DCI:193690.1

DEC 12 2003

PTO/SB/96 (08-03)

Approved for use through 07/31/2008. OMB 0651-0036
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 C.F.R. 3.73(b)Applicants: Reimer et al.Application No.: 10/050,898 Filed: January 18, 2002Entitled: Molecular Antigen Array

Novartis Pharma AG, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:A. ☒ An Assignment from the inventors of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel 013186, Frame 0360, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☒ Copies of assignments or other documents in the chain of title are attached.**[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.8]**

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

5.12.2003

Date

Clive Sydney Morris Beatrice Molac

Typed or printed name

Clive Sydney Morris

Signature

Telephone number

Head Patents Pharma Patent Attorney, Group Head
Title

193416.1

This collection of information is required by 37 CFR 1.3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Rainer Ortmann 2) Rainer Lüdt 3) Matthias Staufenbiel 4) Peter Frey the undersigned inventors hereby sell and assign to Novartis Pharma AG (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages;

check applicable box(es)

- ☐ for the United States of America (as defined in 35 U.S.C. § 100),
 ☐ and throughout the world,

(a) in the invention known as Molecular Antigen Array for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) 9/24/02 2) 9/19/02 ~~9/14/02~~ 9/19/02 ~~9/18/02~~ 9/19/02 ~~9/19/02~~ (also known as United States Application No. 10/050,898, filed January 18, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcom, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 24.9.2002 Signature of Inventor: Rainer Ortmann
Rainer Ortmann

Date: 19.9.2002 Signature of Inventor: Rainer Lüönd
Rainer Lüönd

Date: 19.9.02 Signature of Inventor: Matthias Staufenberg
Matthias Staufenberg

Date: 19. Sept. 2002 Signature of Inventor: Peter Frey
Peter Frey

SKGP_DC1-57080.1

POWER OF ATTORNEY FROM ASSIGNEE

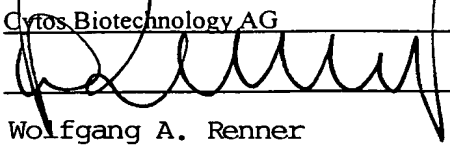
Cytos Biotechnology AG, a corporation of Switzerland, having a principal place of business at Wagistrasse 25, CH-8952 Zürich-Schlieren, Switzerland, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on (1) September 23, 2002, (2) September 19, 2002, (3) October 8, 2002, (4) September 19, 2002, (5) September 19, 2002, (6) September 19, 2002 and (7) September 21, 2002 of an invention known as Molecular Antigen Array (Attorney Docket No. 1700.0190005/BJD/SJE), which is disclosed and claimed in a patent application of the same title by the inventors (1) Wolfgang A. RENNER, (2) Martin F. BACHMANN, (3) Alain TISSOT, (4) Patrik MAURER, (5) Franziska LECHNER, (6) Peter SEBBEL and (7) Christine PIOSSEK (said application filed on January 18, 2002 at the U.S. Patent and Trademark Office, having Application Number 10/050,898).

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688; Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; Linda E. Alcorn, Esq., Reg. No. 39,588; Lawrence B. Bugaisky, Esq., Reg. No. 35,086; Donald J. Featherstone, Esq., Reg. No. 33,876; Robert C. Millonig, Esq., Reg. No. 34,395; Michael V. Messinger, Esq., Reg. No. 37,575; Judith U. Kim, Esq., Reg. No. 40,679; Timothy J. Shea, Jr., Esq., Reg. No. 41,306; and Patrick E. Garrett, Esq., Reg. No. 39,987. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

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1100 New York Avenue, N.W.
Washington, D.C. 20005-3934
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Cytos Biotechnology AG
SIGNATURE: 
BY: Wolfgang A. Renner
TITLE: CEO
DATE: 10. 12. 2003

SKGF_DC1:193674.1

STATEMENT UNDER 37 C.F.R. 3.73(b)

Applicants: Renner et al.

Application No.: 10/050,898 Filed: January 18, 2002

Entitled: Molecular Antigen Array

Cytos Biotechnology AG, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or

2. ☐ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☒ An Assignment from the inventors of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel 013186, Frame 0364, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:

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Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

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Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

10. 12. 2003

Date

+41 (1) 733 47 47

Telephone number

Wolfgang A. Renner

Typed or printed name

Signature

CEO

Title

193416.1

This collection of information is required by 37 CFR 1.3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Wolfgang A. Renner, 2) Martin Bachmann, 3) Alain Tissot 4) Patrick Maurer 5) Franziska Lechner 6) Peter Sebbel 7) Christine Piossek, the undersigned inventors hereby sell and assign to Cytos Biotechnology AG (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

- ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Molecular Antigen Array for which application for patent in the United States of America has (have) been executed by the undersigned on 1) 9/23/02, 2) 9/19/02, 3) 9/19/02, 4) 9/19/02, 5) 9/19/02, 6) 9/19/02, 7) 9/19/02 (also known as United States Application No. 10/050,898, filed January 18, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

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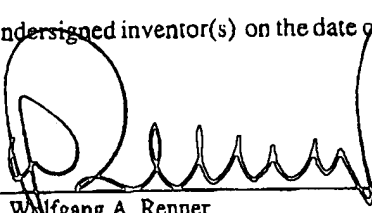
DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION


1700 0190005.TIF 1.TIF

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

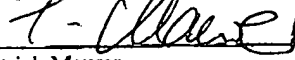
The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.


Date: 23.09.02 Signature of Inventor: 
Wolfgang A. Renner

Date: 19.9.02 Signature of Inventor: 
Martin Bachmann

Date: _____ Signature of Inventor: _____
Alain Tissot

Date: 18.09.02 Signature of Inventor: 
Patrick Maurer

Date: _____ Signature of Inventor: _____
Franziska Lechner

Date: 18.09.02 Signature of Inventor: 
Peter Sebbel

Date: _____ Signature of Inventor: _____
Christine Piossek

DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION

SKGF_DC1:56988.1

DO NOT FORWARD
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NOT FOR RECORDATION

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Wolfgang A. Renner, 2) Martin Bachmann, 3) Alain Tissot 4) Patrick Maurer 5) Franziska Lechner 6) Peter Sebbel 7) Christine Piossek, the undersigned inventors hereby sell and assign to Cytos Biotechnology AG (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

- ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Molecular Antigen Array for which application for patent in the United States of America has (have) been executed by the undersigned on

1) _____, 2) _____, 3) _____, 4) _____, 5) 9/19/02 ^{10/15/02} ~~288~~ _{10,35,086}

6) _____, 7) _____ (also known as United States Application No. 10/050,898, filed January 18, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 25,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,531; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876, and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date _____ Signature of Inventor: _____
Wolfgang A. Renner

Date _____ Signature of Inventor: _____
Martin Bachmann

Date: _____ Signature of Inventor: _____
Alain Tissot

Date _____ Signature of Inventor: _____
Patrick Maurer

Date: 19 Sept 2002 Signature of Inventor: F Lechner
Franziska Lechner

Date: _____ Signature of Inventor: _____
Peter Sebbel

Date: _____ Signature of Inventor: _____
Christine Piossek

SKGF_DC1:56986.1

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Date: _____ Signature of Inventor: _____
Wolfgang A. Renner


Date: _____ Signature of Inventor: _____
Martin Bachmann

Date: _____ Signature of Inventor: _____
Alain Tissot

Date: _____ Signature of Inventor: _____
Patrick Maurer

Date: _____ Signature of Inventor: _____
Franziska Lechner

Date: _____ Signature of Inventor: _____
Peter Sebbel

Date: 21.09.02 Signature of Inventor: 
Christine Piossek

SKGF_DC1:56988.1

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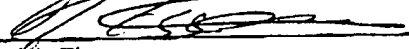
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Date: _____ Signature of Inventor: _____
Wolfgang A. Renner

Date: _____ Signature of Inventor: _____
Martin Bachmann

Date: 8.10.2002 Signature of Inventor: 
Alain Tissot

Date: _____ Signature of Inventor: _____
Patrick Maurer

Date: _____ Signature of Inventor: _____
Franziska Lechner

Date: _____ Signature of Inventor: _____
Peter Sebbel

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